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SENSITIVE
SIPDIS

STATE L/PM FOR MCOFFEE AND DCOOK; PM/PPA FOR JHANLEY;
PM/RSAT FOR BLEE; WHA FOR BROCHA

E.O. 12958: N/A
TAGS: [KTIA](#) [MARR](#) [MASS](#) [BL](#)
SUBJECT: BOLIVIA: 505 AGREEMENT DIPLOMATIC NOTE REPLY

REF: STATE 27763

¶11. (SBU) The Bolivian Ministry of Foreign Relations and Worship sent Diplomatic Note 1024-08-15.723 to Embassy La Paz as a reply to La Paz Diplomatic Note 350/08. The MFA's note was dated September 16 and received by the Embassy September 17 (Note: Due to demonstrations, the Embassy was closed September 15 and the morning of September 16. End Note.) This exchange of diplomatic notes should constitute an agreement between the two countries. State L is comparing the documents per fax sent from Embassy La Paz September 18.

¶12. (SBU) Negotiations began with delivery of La Paz Diplomatic Note 093/08, March 28, 2008, which was demarched the same day. Complete negotiation history to follow septel. Original copy of MFA diplomatic note reply and certified copy of Embassy's diplomatic note were sent to Daphne Cook via registered pouch (5541621) from Embassy La Paz September ¶18. Post thanks PM/PPA and L for assistance concluding this agreement.

¶13. (SBU) Text of MFA Diplomatic Note 1024-08-15.723 follow:

Republic of Bolivia
Ministry of Foreign Relations and Worship
VREC-DGRB-UAM-1024-08-15.723
La Paz, 16 September 2008

Mr. Charge' d' Affaires a.i.:

I have the honor to refer to your Embassy's Note no. 350 dated on September 12, 2008, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Worship of the Republic of Bolivia and has the honor to refer to earlier discussions between representatives of the two Governments regarding the grants under the United States Foreign Assistance Act of 1961 as amended, or successor legislation, and the furnishing of defense articles, related training, and other defense services, including pursuant to the United States International Military Education and Training Program, from the United States of America to the Government of the Republic of Bolivia. In this regard, the Embassy refers to the Agreement regarding the furnishing of defense articles and defense services to the Government of Bolivia for the purpose of contributing to its internal security capabilities, effected by an exchange of notes at La Paz on April 26, 1962, the Agreement concerning payment to the United States of net proceeds from sale or disposal of defense articles furnished on a grant basis, effected through an exchange of notes at La Paz on May 31 and June 28, 1974, as amended, and the Agreement regarding security assistance matters and the provision of articles, services and

associated military education and training by the United States Government for antinarcotics purposes, effected by an exchange of notes at La Paz on October 27 and November 5, 1998.

In accordance with these discussions, the Embassy proposes that the Government of the Republic of Bolivia agree:

1A. That unless the consent of the Government of the United States of America has been first obtained, the Government of the Republic of Bolivia shall not:

(I) Permit any use of such defense articles, related training, including training materials, or other defense services by anyone not an officer, employee, or agent of the Government of the Republic of Bolivia;

(II) Transfer, or permit any officer, employee, or agent of the Government of the Republic of Bolivia to transfer, such defense articles, related training, including training materials, or other defense services by gift, sale, or otherwise; or

(III) Use, or permit the use of, such defense articles, related training, including training materials, or other defense services for purposes other than those for which provided;

1B. That such defense articles, related training, including training materials, or other defense services shall be returned to the Government of the United States of America when they are no longer needed for the purposes for which they were furnished, unless the Government of the United States of America consents to another disposition;

1C. That the net proceeds of sale received by the Government of the Republic of Bolivia in disposing of, with prior written consent of the Government of the United States of America, any defense article furnished by the United States of America on a grant basis, including scrap from any such defense article, shall be paid to the Government of the United States of America;

1D. That the Government of the Republic of Bolivia shall maintain the security of such defense articles, related training, including training materials, and other defense services; that it shall provide substantially the same degree of security protection afforded to such defense articles, related training, including training materials, or other defense services by the Government of the United States of America; that it shall, as the Government of the United States of America may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use thereof by the Government of the Republic of Bolivia; and

1E. That the Government of the United States of America may also, from time to time, make the provision of articles and services furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of the agreement proposed herein. (Transfers under the United States Arms Export Control Act shall continue to be governed by the requirements of that Act and United States regulations applicable to such transfers.)

It is further proposed that the Agreement proposed herein shall apply with respect to articles and services provided from the Government of the United States of America to the Government of the Republic of Bolivia pursuant to the Global Peace Operations Initiative.

A reply note from the Ministry of Foreign Relations and Worship stating that the foregoing is acceptable to the Government of the Republic of Bolivia shall, together with the note, constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note and which shall supersede in its entirety the aforementioned Agreement concerning payment to the United

States of net proceeds from sale or disposal of defense articles furnished on a grant basis, effected through an exchange of notes at La Paz on May 31 and June 28, 1974, as amended.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Worship of the Republic of Bolivia the assurances of its highest consideration."

In reply, I have the honor to inform Mr. Charge' de' Affaires a.i. that the Government of the Republic of Bolivia agrees and accepts the terms of the note transcribed above and that note and this note constitute a formal agreement between our two Governments.

Accept, Mr. Charge' d' Affaires, the renewed assurances of my highest and most distinguished consideration.

(Signature)
David Choquehuanca Cespedes
Minister of Foreign Relations and Worship
URS